

2013-2023

A G R E E M E N T

entered into between

**LABOR RELATIONS DIVISION
AGC OF MICHIGAN**

and

MICHIGAN LABORERS' DISTRICT COUNCIL

and

LOCAL UNION 1098

of the

**LABORERS' INTERNATIONAL UNION
OF NORTH AMERICA, AFL-CIO**

SAGINAW, MICHIGAN

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AGREEMENT

AGREEMENT made and entered into this 13TH day of March, 2013, by and between the Labor Relations Division of the AGC of Michigan party of the first part, hereinafter called the "Employer," and Michigan Laborers' District Council and Local Union No. 1098 of Saginaw, Michigan of the Laborers' International Union of North America, party of the second part, hereinafter called the "Union".

WITNESSETH

WHEREAS: The parties hereto desire to stabilize employment in the building and construction industry and to agree upon rates of wages, conditions and terms of employment and,

WHEREAS: The parties hereto are desirous of preventing strikes and lockouts and of facilitating peaceful adjustment of grievances and disputes between the Employer and Employee,

IT IS HEREBY UNDERSTOOD, and mutually agreed as follows:

DECLARATION OF PRINCIPLES

The principles upon which this Agreement is based are:

SECTION 1. There shall be no limitation as to the amount of work an Employee shall perform during the working day, it being understood that the Employee shall perform a fair and honest day's work.

SECTION 2. There shall be no restriction of the use of machinery, tools or appliances provided the same are of standard size and standard equipment. Use of new laborsaving devices and equipment shall, however, become a matter of economic interest to the Union.

SECTION 3. There shall be no discrimination against Employees by reason of race, color, creed, religion, national origin, ancestry, age or sex.

ARTICLE I JURISDICTION

This Agreement covers all building and heavy construction work, excluding highway work, performed within the geographical jurisdiction of the Union.

The geographical jurisdiction of Local 1098 includes the following Counties: Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Ogemaw, Roscommon, Saginaw & Tuscola.

ARTICLE II UNION SECURITY

SECTION 1. When the Employers need Employees, they shall give the Union equal opportunity with other sources to provide suitable applicants in filling job vacancies. On request of the Employer, the Union will refer to the Employer any member who is requested by name and is available.

The Employer shall retain the right to accept or reject any applicant for employment.

It is agreed that as a condition of employment, all present and future Employees covered by this Agreement shall, after completion of their seventh (7th) day of employment, and as a condition of continued employment, either become a member of the Union and pay dues and fees thereto, or shall pay an amount equal to the Union's initiation fee and the regular monthly dues and assessments uniformly required of other Employees in the bargaining unit or members of the Union. The continued employment by the Employer of Employees covered by this Agreement shall be conditioned upon payment by such Employees of the initiation fee and periodic dues as herein defined. The failure of any person to pay, or tender, the initiation fee and periodic dues shall obligate the Employer who employs such person, upon written notice from the Union to that effect and assurance by the Union that membership as herein defined was and is available to such person on the same terms available to other applicants for such membership, to forthwith discharge such person within three (3) days of notification.

The Employer agrees that he will not hold the Union liable for any acts of its members not authorized by said Union. The Union agrees that it will, on written request by the Employer, notify him within forty-eight (48) hours after receipt of said request whether the act of the member of the Union was or was not authorized, and, if not authorized, the Union agrees that it will take immediate steps to rectify the situation.

The terms and condition of this Agreement shall be applicable to all Employees whether they are probationary, non-union, temporary, casual or seasonal Employees.

SECTION 3. Employer Security. The Union further agrees it will not require the Employers, or any Employer, to take any action that violates the Labor Relations Act of 1947 and the Labor-Management Act of 1959, as the same now exist or may be hereafter amended.

SECTION 4. It is hereby agreed between the Employer and the Union that in the event the Employer needs qualified Employees, the Union will cooperate with the Employer in obtaining qualified Employees.

SECTION 5. The Union shall indemnify and hold harmless the Association and/or Employer from any and all claims, demands, suits or other forms of liability, including reasonable costs and expenses and reasonable attorney fees, which arise out of the Association's and/or Employer's compliance and/or cooperation with the Union shop and Union check-off provisions of this Agreement, including any challenges thereto under Michigan P.A. 348 of 2012, or which arise out of the Union's operation of a hiring hall.

SECTION 6. Union Security. Any Employer from outside the geographical jurisdiction who performs work in the local Union jurisdiction, shall employ not less than 50% of the Laborers employed on such work from among Laborers of this area.

The ratio of employees may be adjusted upon written request by the Employer prior to the commencement of work to the Local Union Business Manager and corresponding written approval by the Business Manager to concur with the Employer. Such request(s) will be on a per job basis.

SECTION 7. At the request of the Employer or the Union, a pre-job conference will be held. The prejob conference can, at the request of either party, be held by telephone.

SECTION 8. Initiation Fee Checkoff. The Employer agrees that when an Employee becomes a member of the Union and the Employee has signed a proper authorization card indicating the total amount to be deducted from his wages for initiation fees, the Employer will remit them to the Union on a weekly basis. The fees may be paid in installments as agreed upon between the Union and the Employee. The Union will hold the company harmless and indemnify them for any loss suffered beyond the fault of the Employer.

ARTICLE III HOURS

SECTION 1. The regular work day shall be eight (8) hours between the hours of 7:00 a.m. and 4:30 p.m. Pay for the same eight (8) hours shall be at the regular wage rate. By agreement of the parties, the regular work day can be any eight (8) hours between 7:00 a.m. and 4:30 p.m. There shall be a lunch period from 12:00 noon to 12:30 p.m.

Overtime rates will be time and one-half (1½) over ten (10) hours in one day and forty (40) hours in one week. The standard work week is Monday through Friday. Except where used as a make-up day for hours lost during the week, Saturday will be paid at time and one half (1½). Double time (2x) shall be paid for all hours worked on Sunday and Holidays.

A Laborer shall be entitled to a ten (10) minute break following eight (8) hours of work in a calendar day (does not apply to 4 10's as written in Article III, Section 4).

SECTION 2. All legal holidays shall be observed by the Local Union. The legal Holidays recognized are: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Double time shall be paid for all work done on Sundays and Holidays.

SECTION 3. When a holiday falls on Sunday, both parties hereto shall recognize as a holiday the date on which it is legally celebrated.

SECTION 4. Coffee Break. All Employees covered under the terms and conditions of this Agreement shall be permitted a ten (10) minute coffee break in the a.m. The time of this break shall be at the discretion of the Employer.

ARTICLE IV SHIFT WORK

Two Shifts - When two (2) shifts are worked, any Employee working on any shift starting on or after 5:30 p.m. shall work eight (8) hours and be paid an additional twenty-five (25¢) per hour above the regular rate per hour.

Three Shifts - When three (3) shifts are worked, the following shall apply:

- 1st Shift - 8 hours work for 8 hours pay
- 2nd Shift - 7½ hours work for 8 hours pay
- 3rd Shift - 7 hours work for 8 hours pay

The second shift shall receive an additional twenty-five cents (25¢) per hour and the third shift shall receive an additional fifty cents (50¢) per hour above the regular rate.

SPECIAL SHIFT. A special work day, other than a regular work day, may be established upon **written notification prior to implementation.** The starting time and the number of hours shall be predetermined no later than twenty-four (24) hours before commencement of the work. An unpaid lunch period, no less than thirty (30) minutes duration, shall be provided after four (4) hours of work. Upon approval, this shift shall run Monday through Friday and any shift starting after twelve (12) midnight on Friday shall pay the Saturday and Sunday provisions as stated in the Agreement. **The conditions for a special industrial shift shall be the hourly rate and any hours worked in excess of ten (10) hours per day shall be paid at time and one half (1½) the base rate.** A Special Commercial Shift shall be ten (10) hours at the regular base rate and all overtime shall be time and one half (1½).

ARTICLE V REPORTING TIME

When Employees report on a job at the time ordered by the Employer, they shall either be put to work or each shall be given two (2) hours pay, unless inclement weather prevent the Employees from working.

**ARTICLE VI
PAY DAY**

Unless otherwise provided by arrangement between the Employer and the Union or Employee, Employees shall be paid once each week in currency or check on the job. Upon the voluntary written authorization of an Employee, the Employer may direct deposit, wire transfer or mail an Employee's paycheck. If an Employee's paycheck is wire transferred or direct deposited, the Employee shall be given a slip on the regular pay day showing all of the information contained on a normal check stub.

Any Employee who fails to receive their regular pay day due to the fault of the Employer shall immediately notify the Union who shall proceed to collect the amount due; including pay for waiting time not to exceed eight (8) hours pay at the straight time rate until the pay is received. Waiting time shall only apply to Employers who willfully neglect or do not make it their duty to pay their Employees in accordance with this Article.

**ARTICLE VII
WAGES AND FRINGE BENEFITS**

The rate of wages to be paid Laborers and other classifications under the jurisdiction of the Laborers' International Union of North America shall be those wages applicable to the area or territory served by and within the jurisdiction of the Local Union as follows:

SECTION 1. The following wage rates shall be effective in the Counties of: Arenac, Bay, Clare, Gladwin, Gratiot, Huron, Isabella, Midland, Ogemaw, Roscommon, Saginaw and Tuscola.

CLASS A. Includes all Construction Laborers on building and heavy construction work, except Foremen and others falling within specified classifications. Also includes pumps with a three inch (3") or less discharge and not hooked up in battery. Mechanized Buggy Operators and Mortar Mixer when done by hand. Carpenter Tender, Cement Finisher Tender, Mason Tender, Fire Watch, Mechanized Mortar Mixing, Air, Electric and Gas-Driven Tools, Concrete Vibrators, Plasterer Tenders and Plaster Mixers, Crock and/or Pipelayers. Signal Men and Top Men on caisson work. Demolition Laborer.

Effective first full pay period on or after July 1, 2013:

*Base Rate	\$19.02
*Vacation (Deduct)	(2.10)
Health Care	5.30
Pension	6.71
Training	.45
LECET	<u>.06</u>
	\$31.54
CIAP	<u>.15</u>
TOTAL PACKAGE	\$31.69

CLASS B. Air or Electric-Driven Pavement Breakers and Jackhammers over 50 lbs., Tunnel Miners and Tunnel Muckers, Tunnel and Shaft Underpinning contributing to the structural support of buildings.

Effective first full pay period on or after July 1, 2013:

*Base Rate	\$19.52
*Vacation (Deduct)	(2.10)
Health Care	5.30
Pension	6.71
Training	.45
LECET	<u>.06</u>
	\$32.04
CIAP	<u>.15</u>
TOTAL PACKAGE	\$32.19

*Taxable Income subject to Federal Withholding & FICA.

CLASS C. Drillers and Blasters, Burners and Welders. **Refractory Industry Work "ONLY":** - Work inside or outside of digesters, tanks, lime kilns, chests, boilers, and boiler tubes, heat treat ovens, and smoke stacks, including the handling of acid, chlorine, chemicals, epoxies, liquids and cleaning of existing precipitators, hydro blasting, hydro washing and sandblasting.

Effective first full pay period on or after July 1, 2013:

*Base Rate	\$20.02
*Vacation (Deduct)	(2.10)
Health Care	5.30
Pension	6.71
Training	.45
LECET	<u>.06</u>
	\$32.54
CIAP	<u>.15</u>
TOTAL PACKAGE	\$32.69

*Taxable Income subject to Federal Withholding & FICA.

A one and one half percent (1½%) wage increase will be granted on July 1st (anniversary date) of each subsequent year through July 1, 2022. It is understood that all increases will be calculated using the prior year's base wage only. Any and all increases will be distributed first to the Pension Fund and second to the Health Care Fund as required by their respective Board of Trustees—Breakdown to be determined by the Union.

SECTION 2. No Employee shall be allowed to work on a job unless they are paid the

wages as set forth in this Agreement.

SECTION 3. Foreman. The Employers shall have the right to hire their Laborer Foreman direct, or through the representative of the Union, and said Laborer Foreman shall be paid at a rate of wages to be determined by the Employer, but the said rate shall not be less than sixty-five cents (65¢) more per hour than a Class A Laborer on this crew.

SECTION 4. General Foremen. General Foremen shall in each case be selected by and be responsible to the Employer. They shall be responsible for the conduct of the Employees they supervise and for the work under their supervision.

SECTION 5. Apprenticeship Program. Effective September 1, 2004, the Michigan Laborers' Statewide Apprenticeship Program was implemented. All registered Apprentices will work in accordance with wage and training requirements. All fringe benefits are paid at 100%.

<i>Rate*</i>	<i>Work Hours</i>	<i>Training Hours – Cumulative</i>
75%	0 – 1,000	100 Plus
80%	1,001 – 2,000	100 Plus
85%	2,001 – 3,000	100 Plus
95%	3,001 – 4,000	100 Plus

SECTION 6. Market Recovery. Upon the written request of an Employer signatory to this Agreement, the Union may give approval of variations in the wages, hours and conditions of employment set forth in this Agreement for a specific project or projects of a similar nature located within the geographical jurisdiction of this Agreement.

ARTICLE VIII HEALTH CARE, PENSION, VACATION AND CIAP FUNDS

SECTION 1. The following Trust Agreements, which establish the following Trust Funds, together with any later agreements signed by the Trustees of the respective Funds, shall become a part of this Agreement by reference:

- 1) The Trust Agreement for the Michigan Laborers' Vacation Fund, dated October 1, 1968;
- 2) The Trust Agreement for the Michigan Laborers' Pension Fund, dated October 1, 1966 and the Preferred Schedule of the Rehabilitation Plan adopted on January 11, 2010;
- 3) The Trust Agreement for the Michigan Laborers' Training and Apprenticeship Fund, dated September 1, 1971;
- 4) The Trust Agreement for the Michigan Laborers' Health Care Fund, dated May 1, 1973;

- 5) The Trust Agreement for the Michigan Laborers' and Employers' Cooperation and Education Trust Fund, dated June 1, 1994;
- 6) The Trust Agreement for the Michigan Laborers' Annuity Fund dated March 1, 1997.

The Contractor specifically agrees to be bound by the Trust Agreements establishing the above Trust Funds and any amendments, rules, regulations or other requirements relating to the Funds adopted by the Trustees of each respective Fund.

COLLECTION CHARGES: Contributions to the above-referenced Fringe Benefit Funds shall be paid by the 15th day of the month following the month the employee worked. The parties agree that the failure of the Contractor to pay the fringe benefit contributions on time, or in correct amounts in accordance with the Joint Delinquency Collection (JDC) Policy shall pay, in addition to the contribution amounts owed, late payment assessments (LPAs).

1. If contributions are paid after thirty (30) days of delinquency, the Contractor shall pay eight percent (8%) annual interest, calculated daily.

AUDIT ASSESSMENTS, INTEREST AND AUDIT COSTS

Whenever a payroll audit discloses a delinquency, the Employer must pay the unpaid contributions. In addition, whenever a payroll audit discloses that the amount actually owed by the Employer exceeds, by five percent (5%), the amount actually paid by the Employer, the JDC will charge and the Employer must pay:

1. Interest on the unpaid contributions as determined by the JDC;
2. Liquidated damages (referred to as "audit assessments") in an amount equal to eight percent (8%) of the unpaid contributions; and
3. The cost of the audit itself.

The Contractor also agrees that if, as a result of an audit ordered by the Trustees of one of the Fringe Benefit Funds, he is found to have been substantially inaccurate in reporting, or late in remitting contributions due, he may be charged the cost of conducting such audit, at the discretion of the Trustees involved.

Finally, the Contractor agrees that if, as a result of the Contractor's failure to pay fringe benefit contributions and liquidated damages as required by this Agreement, the Fund Trustees institute legal proceedings, the Contractors shall be responsible for all costs, including actual attorney fees, incurred by the Funds as a result of such litigation.

It is expressly understood that the Trustees may amend and change the JDC policies as deemed appropriate by the Trustees at any time, further nothing contained in this Agreement shall deny the Trustees of any Fund the right to collect delinquent contributions

and liquidated damages or otherwise enforce their rules, regulations and Trust Agreement provisions. The pursuit of such legal remedies by the Trustees shall not render any other provision of this Agreement inoperative.

SECTION 2. Health Care. The Employer agrees to pay into the Michigan Laborers' Health Care Fund on actual hours worked. The amount of contribution shall be at the rate specified in Article VII on actual hours worked without regard to whether the Employee was working straight time or overtime. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Health Care Fund to such depository as designated by said Trustees.

SECTION 3. Pension. The Employer agrees to pay into the Michigan Laborers' Pension Fund on actual hours worked. All pension contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the Employee was working straight time or overtime. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Pension Fund to such depository as designated by said Trustees.

SECTION 4. Vacation. The Employer agrees to pay into the Michigan Laborers' Vacation Fund on actual hours worked. All vacation contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the Employee was working straight time or overtime. This vacation contribution shall be deducted from the Employee's pay and therefore, shall be included in the Employee's gross wages for the purpose of computing all other authorized payroll deductions. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Vacation Fund to such depository as designated by said Trustees.

SECTION 5. Training. The Employer agrees to pay into the Michigan Laborers' Training and Apprenticeship Fund on actual hours worked. All Training and Apprenticeship Fund Contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the Employee was working straight time or overtime. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Training and Apprenticeship Fund.

SECTION 6. Cooperation and Education Trust Fund. All the Cooperation and Education Trust Fund contributions shall be paid at the rate specified in Article VII on actual hours worked without regard to whether the Employee was working straight time or overtime. These contributions shall be on each and every Employee whether probationary, non-Union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' and Employers' Cooperation and Education Trust Fund (LECET) to such depository as designated by said Trustees.

SECTION 7. Annuity Language. The Employer agrees to pay into the Michigan Laborers' Annuity Fund. Annuity contributions shall be made at the rate specified in Article IV on actual hours worked without regard to whether the Employee was working straight

time or overtime. Contributions shall be made on each and every Employee whether probationary, non-union member, temporary, seasonal or casual. These contributions shall be deposited each month as determined by the Trustees of the Michigan Laborers' Annuity Fund to such depository as designated by the Trustees.

SECTION 8. Construction Industry Advancement Program (CIAP). Each Employer covered by this Agreement shall pay to the Construction Industry Advancement Program (CIAP) an amount as stated in *Article VII – Wages and Fringe Benefits*, per hour for each hour paid by the Employer to his Employees pursuant to this Collective Bargaining Agreement. Construction Industry Advancement amounts may be changed by the Association and Employers at their discretion on any anniversary date of the Agreement. Payment shall be made with such instructions and on such forms as are furnished by the Program. Delinquent contributions shall be subject to such penalties or assessments as the Program may prescribe from time to time.

It is agreed by the Employer that the Construction Industry Advancement Program shall not be used for lobbying in support of anti-labor legislation of any kind at municipal, state, or national levels, or to subsidize any Contractor or Contractor Association in connection with any work stoppage or strike, nor shall it be used to support any anti-Union activity.

The Program shall comply with all present and future federal laws governing the same.

The Union shall have no participation or control of any kind or degree whatever, nor shall the Union be connected in any way with the Construction Industry Advancement Program.

SECTION 9. Violation of Payment. If the Employer fails to make fringe benefit contributions in accordance with this Agreement, the Union may take economic action against the Employer provided it gives written or telegraphic notice of forty-eight (48) hours excluding Saturday, Sunday or Holidays to said Employer and the Association before taking such action.

SECTION 10. Fringe Benefit Security. Any Employer who does not have an established satisfactory record of payment and any Employer who should become delinquent in the monthly record of fringe benefit payments as determined by the Fund Trustees may be required to post a certified check in an amount to be determined by the Trustees to secure payment of fringe benefit funds payable to the Trustees of said enumerated fringe benefit fund.

SECTION 11. Reports. The Employer agrees to file monthly reports along with the payment of the above fringe benefit contributions to the depository with a copy of the monthly report to the Administrator and the Union in the time and manner prescribed by the Trustees.

SECTION 12. Adjustment of Contributions. It is understood, unless otherwise specified, that during the lifetime of this Agreement if there is any increase in Employer's hourly contributions for any fringe benefit, the Employee's hourly rate will be adjusted accordingly.

SECTION 13. Delinquent Contractors. In order to assure compliance by all Employers in making the contributions required by this Article, the Union and the Association will request from the Administrator of the Trust Funds each month a list of Employers who are delinquent in making the required payments. This list will be made available to signatory contractors and to representatives of the Union in order to encourage compliance with the obligations of this Article.

ARTICLE IX COMPENSATION INSURANCE

Employers shall provide protection as required under the provisions of the Workers' Compensation Law of the State of Michigan and Michigan Employment Security Act. At the request of the Union, the Employer will provide the name and address of his insurance carrier for Workers' Compensation.

In the event that the Michigan State Legislature during the term of this Agreement passes a bill amending the Workers' Compensation Act to the extent that it becomes permissible to collectively bargain language concerning workers' compensation, then the parties to this Agreement will attempt to mutually draft an addendum to this Agreement reflecting their intent insofar as workers' compensation is concerned in accordance with the parameters spelled out in any such amendment to the Act, with sixty (60) to ninety (90) days after such Act has been passed as law.

ARTICLE X TRAVEL

When an Employer transfers Employees from one job to another during working hours, they shall be paid for all the time spent in traveling between jobs and they shall not be required to go from one job to another during their lunch period without pay.

ARTICLE XI WORKING CONDITIONS

SECTION 1. All tools, boots, implements and equipment, other than those customarily furnished by the Employee necessary to perform any of the work covered by this Agreement and a suitable, exclusive place wherein the Employees may change their clothes and partake of their lunch, shall be provided by the Employer.

SECTION 2. Performance Based Physicals. The parties agree that efforts will be made to secure a method and means of ensuring that performance based physicals for Employees working under this Agreement will be provided on an annual basis.

ARTICLE XII SEVERANCE

SECTION 1. If any Employee is discharged from employment by the Employer (or Representative), they shall be paid off immediately if possible. If not possible to pay off immediately, a check will be sent and postmarked not later than the next business day to the last known address, unless the departing employee makes other arrangements to pick up the check.

SECTION 2. When Employees are released, it shall be their duty to bring their release slip to the Union Office so a record can be kept of the reason of their discharge for further qualification.

SECTION 3. If an Employee has been released from three (3) different Employers for the reason of not being a qualified construction worker, the Local Union will not at any time insist that such Employee be again employed by an Employer being a member of the Labor Relations Division of the AGC of Michigan, but it will be the duty of the Local Union to replace such Employee or Employees until the Employer has qualified Employees who will then automatically receive the higher wage scale.

SECTION 4. When Employees are injured in the course of employment, they shall be re-assigned to work by the same Employer upon proper release by their doctor, or shall be given a separation slip indicating lay-off.

SECTION 5. LIUNA Code of Performance. To implement the LIUNA Code of Performance adopted by LIUNA, the Employer agrees to designate discharges “for cause,” when appropriate, as described in the following Notification of Termination clause and to substantiate such cause if necessary in proceedings under the Code of Performance.

This clause is intended only to assist the Union in implementing its Code of Performance and a worker’s only rights thereunder are in connection with future referrals under the Union’s hiring hall procedures. This clause does not create any new or additional rights whatsoever for workers under this Agreement, including not creating any new or additional right to reinstatement with or back pay from the Employer.

Notification of Termination Form

Instructions: Immediately upon termination of an employee for any cause other than lack of work, please mail, fax or scan and email this completed form to the District Council or Local Union.

Name of Employer completing this form:

Address

City	State	Zip
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Telephone	Fax
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Authorized Signature

Name of Authorized Person

Name of Employee Being Terminated

Date of Termination

Reason for Termination (Check one or more):

Excessive Absenteeism: _____

Excessive Tardiness: _____

Lack of Required Skills: _____

(This area cannot be checked for Apprentices)

Insubordination: _____

Theft: _____

ARTICLE XIII STEWARDS

SECTION 1. All Stewards shall be appointed by the Business Manager. The Steward shall be an Employee of the job and shall have the necessary time without loss of pay to handle problems of Employees arising under the terms of this Labor Agreement in an expeditious manner.

SECTION 2. When Employees are referred to a certain job, they must report to the job they are assigned to and at the time the work order states; it shall be their duty to report to the Labor Steward after signing up and before starting work.

SECTION 3. Employees are to make any complaints to the Steward who will attempt to adjust the matter with supervision. If unable to do so, they shall report the matter to the Business Manager who will then dispose of the matter in accordance with contract provisions.

SECTION 4. The Employers, or their agent, agree not to lay off, discharge, or transfer a Steward so acting on any job, until the matter has been discussed with representatives of the Union, except in case of drunkenness or dishonesty.

SECTION 5. On all projects over four million dollars (\$4M) in total value for each Employer, the Union shall place a Laborer's Steward mutually acceptable to both the Employer and the Union. The designate Steward shall be acceptable to the Employer, unless the Employer has evidence indicating the individual is not capable of performing duties as a Laborer and Steward. The Steward shall be the second (2nd) Laborer hired.

SECTION 6. Prior to appointment of a Steward, the Union shall notify the Employer as to the identity of the designate Steward.

ARTICLE XIV BUSINESS REPRESENTATIVE

The duly authorized Business Manager shall be permitted, as long as they do not unreasonably interfere with the progress of work, to call on Employees on the job and to collect initiations or other assessments legally owed to the Union.

ARTICLE XV EQUAL TREATMENT

If the Union shall furnish Employees to any Employer in the geographical jurisdiction of this Agreement for the type of work covered by this Agreement upon any more favorable terms or conditions than contained herein, the Union agrees that such more favorable terms and conditions shall automatically be extended to the Employers covered by this Agreement.

ARTICLE XVI JURISDICTIONAL DISPUTES

It is mutually agreed that the work to be performed under this contract shall be the work properly within the jurisdiction of Laborers' International Union of North America as granted by the AFL-CIO, as amended by National or Area Awards according to decisions or agreements of record which may apply, and in the absence of such it shall be determined by local area practice. In the event of a jurisdictional dispute, there shall be no stoppage of work or lockout, and the Employees will continue to work on the basis of their original assignments while an earnest effort is made to settle the dispute.

ARTICLE XVII SAFETY

SECTION 1. The Employers and Employees covered by this Agreement shall comply with all the rules and laws pertaining to safety and sanitation established by the Federal, state, Employers and Local Governments. Violations by Employees shall be grounds for dismissal. It is understood the Union will be notified prior to any such discharge.

SECTION 2. Safety devices required and/or provided by the Employer shall not be removed by the Employee and where individual safety devices are furnished by the Employer for use with equipment that is to be used by the Employees, they shall be worn and/or used and the Union will cooperate with the Employer to see that these provisions are enforced.

SECTION 3. Neither the Employers or the Union condone substance abuse or the use of alcohol on the jobsite.

SECTION 4. Should the Employers and the Michigan Laborers' District Council during the term of this Agreement agree on a drug and alcohol testing policy, said policy shall be reduced to writing and attached to this Agreement in the form of an addendum.

ARTICLE XVIII GRIEVANCE PROCEDURES

SECTION 1. In the event a dispute occurs due to a misunderstanding, misinterpretation, and/or violation of the Agreement or any section thereof, except for action taken under Article VIII, Section 9, Violation of Payment, an earnest effort will be made to settle such dispute between the Employer and/or its representative and the Union. If the dispute cannot be resolved in two (2) working days by this method, either party can then refer the matter to the Joint Grievance Committee as outlined hereafter. **All grievances referred to the Joint Grievance Board shall be in writing and signed by the grievant.**

SECTION 2. The Joint Grievance Committee shall be composed of four (4) members; two (2) from the Employers and two (2) from the Union. Following appointment said Grievance Committee shall meet, elect a Chairman and a Secretary, adopt rules of procedure which

shall bind the parties concerned, and proceed to consider any matters properly before it. The Joint Grievance Committee shall have the powers only to adjust disputes that may arise due to a misunderstanding, misinterpretation and/or violation of the Agreement or any section thereof. No Committee member shall be directly involved in the dispute to be resolved by said Committee.

SECTION 3. All complaints based on a misunderstanding, misinterpretation and/or violation of this Agreement or any section thereof, except for action taken under Article VIII, Section 9, Violation of Payment, shall be referred to the Joint Grievance Committee in writing and said Committee shall meet within five (5) working days of receipt of said complaint to consider the same. If the Committee, within five (5) working days after such meeting, is unable to decide the matter before it, the members of the Committee shall choose a fifth member. Should the Committee be unable to agree on the fifth member within two (2) days, the Director of the Federal Mediation and Conciliation Service shall be requested to supply a list of five (5) arbitrators from which the Union and the Association shall alternately strike two (2) each with the remaining one to become the fifth member. The decision of said Committee shall be determined by a majority of its members and shall be rendered within five (5) days after such a submission. Said decision shall be final and binding upon the parties. Any expense involved in the operation of the Committee shall be borne equally by the parties involved in the dispute.

SECTION 4. No proceedings hereunder based on any dispute, complaint or grievance herein provided for shall be recognized, unless called to the attention of the Employer and the Union in writing within seven (7) calendar days after the alleged violation was committed.

SECTION 5. Pending final decision on any matter by the Joint Grievance Committee, no action will be taken by either party that will halt or interrupt the orderly conduct of the Employer's business.

SECTION 6. The time frame previously referenced may be waived in each instance by mutual consent of the parties. Disputes resolved at any step of the grievance procedure is final and binding upon the parties.

SECTION 7. Pending the decision of the Final Committee, it is expressly understood that there shall be no stoppage of work and there shall be no strikes or lockouts of any kind ordered or permitted against members of either or any party hereto.

ARTICLE XIX INVALIDITY

Any provision of this contract that shall be found to be in violation of any law whatsoever, shall not invalidate any other part of this Contract not in violation thereof, and the balance of this contract shall remain in full force and effect as above written.

**ARTICLE XX
TERMINATION**

This Agreement shall continue in full force and effect from **March 13, 2013 through June 30, 2023**, and from year to year thereafter, unless either party desires to modify or amend this Agreement. The party seeking the change shall serve written notice thereof upon the other party no less than sixty (60) days prior to the expiration date of this Agreement, and a joint meeting of both parties shall then be held for the purpose of discussing the proposed change and of incorporating in this Agreement such amendments or modifications as may be agreed upon.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written:

**LABOR RELATIONS DIVISION
AGC OF MICHIGAN**

Scott D. Fisher, Vice President

Date

MICHIGAN LABORERS' DISTRICT COUNCIL

Geno Alessandrini, Sr., Business Manager

Date

Alex Zurek, Secretary-Treasurer

Date

LABORERS' LOCAL UNION 1098

Brent Pilarski, Business Manager

Date

2013-2023 CONTRACT TO BE EXECUTED BY AN EMPLOYER WHO IS NOT A MEMBER OF THE SIGNATORY GROUPS COVERED BY THIS AGC AGREEMENT

We, the undersigned, hereby agree to be bound by all the terms and conditions set forth in the foregoing Agreement by and between the LABOR RELATIONS DIVISION OF THE AGC OF MICHIGAN AND THE MICHIGAN LABORERS' DISTRICT COUNCIL AND LOCAL UNION NO. 1098 OF THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA, AFL-CIO, and to become a party thereto. It is also agreed by the undersigned Employer that any notice given by the Union to the Association pursuant to Article XXI, of the Agreement shall be notice to the Employer and shall have the same legal force and effect as though it was served upon the Employer personally. Finally, the Employer agrees that, unless he notifies the Union to the contrary by certified mail at least sixty (60) days prior to the termination date of this Agreement or any subsequent Agreement, the Employer will be bound by and adopt any Agreement reached by the Union and the Association during negotiations following the notice by the Union referred to in the preceding sentence.

FOR THE EMPLOYER:

(Firm Name)

(Address)

(City) (State) (Zip Code)

(Signature) (Title)

(Telephone) (Fax)

FOR THE UNION:

(Signature) (Title)

Signed this _____ day of _____, 20_____

Return one (1) signed copy to the Michigan Laborers' District Council,
1118 Centennial Way, Suite 100, Lansing, MI 48917-9280
2013-2023 AGC/LRD 1098 AGREEMENT

LABORERS' JURISDICTION OF WORK

TENDERS: Tending masons, plasterers, carpenters and other building and construction crafts. Tending shall consist of preparation of materials and the handling and conveying of materials to be used by mechanics of other crafts, whether such preparation is by hand or other process. After the material has been prepared, tending shall include the supplying and conveying of said material and other materials to such mechanical, whether by bucket, hod, wheelbarrow, buggy, or other motorized unit used for such purpose, including fork lifts when used at levels not in excess of nine (9) feet.

Unloading, handling and distributing of all materials, doors, doorbucks, door frames, windows, window frames, all mill work, insulation material, fixtures, furnishings and appliances from point of delivery to stockpiles and from stockpiles to approximate point of installation.

Drying of plaster, concrete, mortar or other aggregate, when done by salamander heat or any other drying process.

Cleaning and clearing of all debris, including wire brushing of windows, scraping of floors, removal of surplus material from all fixtures within confines of structure and cleaning all debris in building and construction area. The general cleanup, including, sweeping, cleaning, washdown and wiping of construction facility, equipment and furnishings and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of walls, partitions, ceilings, windows, bathrooms, kitchens, laboratory, and all fixtures and facilities therein. Cleanup, mopping, washing, waxing and polishing or dusting of all floors or areas.

The aging and curing of concrete, mortar and other materials applies to walls, floors, ceiling and foundations of buildings and structures, highways, airports, overpasses and underpasses, tunnels, bridges, approaches, viaducts, ramps, or other similar surfaces by any mode or method.

SCAFFOLDS: Erection, planking, maintenance and removal, of all scaffolds, windbreaks and weather protections for lathers, plasterers, masons and other construction trades crafts. Building, planking or installation and removal of all staging, swinging, tubular and hanging scaffolds, including maintenance thereof. Where self-supporting scaffolds or staging over fourteen feet (14') in height or specifically designed scaffolds are built by Carpenters, Laborers shall tend said Carpenters on erection thereof, the dismantling of said scaffolds, as well as preparation for foundation or mud-sills for said scaffolds and maintenance of same shall be done by Laborers.

EXCAVATIONS AND FOUNDATIONS SITE PREPARATION AND CLEARANCE TRANSPORTATION AND TRANSMISSION LINES: Excavation for building and all other construction; digging of trenches, piers, foundations and holes; digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, dams, dikes and irrigation trenches, canals, and all handling, filling and placing of sand bags connected

therewith. All drilling, blasting and scaling on the site or along the right-of-way, as well as access roads, reservoirs, including area adjacent or pertinent to construction site; installation of temporary lines.

Preparation and compacting of roadbeds for railroad track laying, highway construction and the preparation of trenches, footings, etc. for cross-country transmission by pipelines or electric transmission or underground lines or cables.

On-site preparation and right-of-way for clearance for construction of any structures or the installation of traffic and transportation facilities such as; highways, pipelines, electrical transmission lines, dam sites and reservoir areas, access roads, etc. Clearing and slashing of brush or trees by hand or with mechanical cutting methods. Blasting for all purposes, such as stumps, rocks, general demolition. Falling, bucking, yarding, loading or burning of all trees or timber on construction areas. Choker setters, off bearers, lumber handlers and all Laborers connected with on-site portable sawmill operators connected with clearing. Erection, dismantling and/or reinstallation of all fences. Cleanup of right-of-way, including tying on signaling, stacking of brush, trees or other debris, and burning where required. All soil test operations of semi or unskilled labor, such as filling of sand bags, handling timber and loading and unloading same.

The construction, installation, treating and reconditions of distribution of pipelines transporting coal, oil, gas, or other similar materials, vapors or liquids, including portions of such pipelines within private property boundaries, up to and including the meter settings of private, industry, government, or other premises. Such pipeline construction, installation, treating or reconditioning of pipe commonly referred to as distribution systems, and all work covering pumping stations and tank farms.

All work for clearance of right-of-way preparatory to the installation of distribution lines, the digging, pumping of water and trimming of trenches and ditches, building of manholes, headwalls, etc., and all work incidental therewith for distribution lines; work in connection with the distribution of pipe, duct, cable, all occasional and incidental truck driving, traffic control, together with the placing of skids and pipe over the trench; the cleaning, sealing, etc., of the pipe; all work in connection with the line up crew, welders helpers; the cleaning, wrapping, and doping of pipe before lowering after the welding of joints has been made; the cleaning, wrapping, and doping of pipe in the Employer's yard; the work in connection with the lowering and installation of the pipe, duct and plastic pipe, duct rodding and removal of the skids; in connection with the back-filling of trenches after the pipe, conduit, and cable has been laid; all work in connection with clean-up after pipe and conduit has been laid and the trenches backfilled; demolition, take-up and reconditioning of old pipe and other appurtenances, and all other general and miscellaneous work in connection with the entire operation.

CONCRETE, BITUMINOUS CONCRETE AND AGGREGATES: Concrete, bituminous concrete, or aggregates for walls, footings, foundations, floors or for any other construction. Mixing, handling, conveying, pouring, vibrating, gunniting and otherwise placing concrete or aggregates, whether done by hand or any other process. Wrecking, stripping, dismantling

and handling concrete forms and false work. Building of centers for fireproofing purposes.

Operation of portable mixers, motorized wheelbarrows or buggies or machines of similar character, whether run by gas, diesel or electric power. When concrete or aggregates are conveyed by crane or derrick, or similar methods, the hooking on, signaling, dumping, and unhooking the bucket. Placing of concrete or aggregates, whether poured, pumped, gunnited, or placed by any other process. The assembly, uncoupling of all connections and parts of or to equipment used in mixing or conveying concrete, aggregates or mortar, and the cleaning of such equipment, parts and/or connections. All vibrating, grinding, spreading, flowing, puddling, leveling and strike-off of concrete or aggregates by floating, rodding or screening, by hand or mechanical means prior to finishing. Where pre-stressed or pre-cast concrete slabs, walls or sections, are used, all loading, unloading, stockpiling, hooking on, signaling, unhooking, setting and barring into place of such slabs, walls or sections. All mixing, handling, conveying, placing and spreading of grout for any purpose. Green cutting of concrete or aggregate in any form, by hand, mechanical means, grindstones or air or water, operation of concrete saw (under 40 h.p.). Disassembling, cleaning, and stockpiling gang forms and all other concrete forms.

The filling and patching of voids, crevices, etc., to correct defects in concrete caused by leakage, bulging, sagging, etc. The loading, unloading, carrying, distributing and handling of all rods, mesh and material for use in the reinforcing concrete construction. The hoisting of rods, mesh and other materials except when a derrick or outrigger operated by other than hand power is used. All work on interior concrete columns, mixing, carrying and grouting of foundations for engine and machinery beds or bases. The stripping of forms, other than panel forms which are to be re-used in their original form, and the stripping of forms on all flat arch work, ceilings or decking and all final stripping. The moving, cleaning, oiling and carrying of all forms to the next point of erection. The stockpiling of all forms. The snapping of wall ties and removal of tie rods. Handling, placing and operation of the nozzle, hoses and pots or hoppers on sandblasting or other abrasive cleaning. The jacking of slip forms, and all semi and unskilled work connected therewith.

AIRPORTS, HIGHWAYS, STREETS, WAYS AND BRIDGES: All work ordinarily included in public or private highway construction contracts, whether inside or outside private property lines, such as; for example, bridges, sewers and street grading, street paving, curb setting, sidewalks, parking lots and work connected therewith, etc., or any concrete slab work which is built in accordance with highway construction methods. All grading, paving, concrete, asphalt, drainage and similar work incident to the construction of airports, ramps and runways.

Work in the excavation, preparation, concreting, asphalt bituminous concrete and mastic paving, paving, ramming, curbing, flagging and surfacing of streets, ways, courts, underpasses, overpasses, bridges, approaches and slope walls and the grading and landscaping thereof and all other labor connected therewith. Cleaning, grading, fence, crash barrier, sound barrier or guard rail installation and/or removal for streets, highways, roadways, rest parks, bridle paths, aprons, runways, sidewalks, parking areas, airports, approaches and other similar installations. Preparation, construction and maintenance of

roadbeds and sub-grade for all paving, including excavation, dumping and spreading of sub-grade material, ramming or otherwise compacting. Setting, leveling and securing or bracing of metal or other road forms and expansion joints, including placing of reinforcing, mats or wire mesh, for the above work. Loading, unloading, placing, handling and spreading of concrete aggregate or paving material, including leveling of the surface. Strike-off of concrete, when used as paving material by hand and floating or mechanical screening for strike-off. Cutting of concrete for expansion joints and other purposes. Setting of curb forms and the mixing, pouring, cutting, flowing and strike-off of concrete used therefore. The setting, leveling and grouting of all pre-cast concrete or stone curb sections. Installations of all joints, removal of forms and cleaning, stacking, loading, oiling and handling. Grading and landscaping in connection with paving work. All work in connection with loading, unloading, handling, signaling, slinging and setting of all paving blocks, rip-rap or retaining walls such as stone, wood, metal, concrete or other material and the preparation of surfaces to receive same.

TRENCHES, MANHOLES, HANDLING AND DISTRIBUTION OF PIPE, ETC.: Cutting of streets and ways for laying of pipes, cables or conduits for all purposes; digging of trenches, manholes, etc.; handling and conveying all materials; concreting, backfilling, grading and re-surfacing and all other labor connected therewith. Clearing and site preparation as described herein. Cutting or jackhammering of streets, roads, sidewalks or aprons by hand or the use of air or other tools. Digging of trenches, ditches and the leveling, grading and other preparation prior to laying pipe or conduit for any purpose. Loading, unloading, sorting, stockpiling, wrapping, coating, treating, handling and distribution of water mains, gas mains and all pipe, including placing, setting and removal of skids. Cribbing, driving of sheet piling, lagging and shoring of all ditches, trenches and manholes. Handling, mixing or pouring of concrete and the handling and placing of other materials for saddles, beds or foundations for the protection of pipes, wires, conduits, etc. Backfilling and compacting of all ditches, re-surfacing of roads, streets, etc., and/or restoration of lawns and landscaping.

SHAFTS AND TUNNELS, SUBWAYS AND SEWERS: Construction of sewers, shafts, tunnels, subways, caissons, cofferdams, dikes, dams, levees, aqueducts, culverts, flood control projects and airports. All underground work involved in mines, underground chambers for storage or other purposes, tunnels or shafts for any purpose, whether in free or compressed air. Drilling and blasting, mucking and removal of material from the tunnels and shafts. The cutting, drilling and installation of material used for timbering or re-timbering, lagging, bracing, propping, or shoring the tunnel or shaft. Assembly and installation of multi-plate, liner plate, rings, mesh, mats or forms for any tunnel or shaft, including the setting of rods for same. Pouring, pump-concreting or gunniting of concrete in any tunnel or shaft. Operation, manual or hydraulic jacking of shields and the use of such other mechanical equipment as may be necessary. Excavation or digging and grading of footings and foundations for bridges, overpasses, underpasses, aqueducts, etc., and their approaches. All concrete work as described above and in addition, the hooking on, signaling and dumping of concrete for work over water on caissons, pilings, abutments, etc. Excavation, grading, grade preparation and landscaping of approaches. Installation of pipe, gratings and grill work for drains or other purposes. Installation of wellpoints or any

other dewatering system.

COMPRESSED AIR: In compressed air all work underground or in compression chambers, including tending or other aid lock. All work in compressed air construction; including, but not limited to, groutmen, trackmen, blasters, shield drivers, miners, brakemen, miner's helpers, lock tenders, mucking machine operators, motormen, gauge tenders, rodmen, compressed air electricians, setting of liner plate and ring sets, drill runners, powdermen or blasters, air hoist operators; form men, concrete blower operators, cement (insert) operators, power knife operators, erector operators, keyboard operators, pebble placer operators, car pushers, grout machine operators, steel setters, cage tenders, skimmers track layers, dumpmen, shanty man, hog house tender, testing man on gas, caisson, gunnite dinky workers, diamond drillers, timbermen and re-timbermen, cherry pickmen, nippers, chucktenders and cable tenders, vibratormen, jet-gunmen, gunnite nozzlemen, gunmen, reboundmen and all other work connected therewith.

SEWERS, DRAINS, CULVERTS AND MULTI-PLATE: Unloading, sorting, stockpiling, wrapping, coating, treating, handling, distribution and lowering or raising of all pipe or multi-plate. All digging, driving of sheet piling, lagging, bracing, shoring, and paving of all ditches in preparation for the laying of all pipe. Pipe laying, leveling and making of the joint of any pipe used for main or side sewers and storm sewers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or other pipe and the making of joints for main or side sewers and storm sewers and all pipe for drainage. Unloading, handling, distribution, assembly in place, bolting and lining up of sectional metal or other pipe, including corrugated pipe. Laying of lateral sewer pipe from main sewer or side sewer to building or structure except that Employer may direct that this work be done under proper supervision. (Referee Hutcheson's decision). Laying, leveling and making of the joint of all multi-cell conduit or multi-purpose pipe. Cutting of holes in walls, footings, piers or other obstructions for the passage of pipe or conduit for any purpose and the pouring of concrete to secure said holes. Digging under streets, roadways, aprons or other paved surfaces for the passage of pipe, by hand, earth auger or any other method and manual and hydraulic jacking of pipe under said surfaces. Installation of septic tanks, cesspools, drain fields, to include; wire mesh, steel mats, dowell bars, etc.

UNDERPINNING, LAGGING, BRACING, PROPPING AND SHORING: Underpinning, lagging, bracing, propping and shoring, raising and moving of all structures; raising of structure by manual or hydraulic jacks or other methods. All work on house moving, shoring and underpinning of structures; loading, signaling, right-of-way clearance along route of movement. Re-setting of structure in new locations to include all site clearing, excavation for foundation and concrete work. Cleanup and backfilling, landscaping old and new sites.

DRILLING AND BLASTING: All work of drilling, jackhammering and blasting. Operation of all rock and concrete drills, including sharpening, handling, carrying, laying out of hoses, steel handling, installation of all temporary lines and handling and laying of all blasting mats. All work in connection with blasting, handling and storage of explosives, carrying to point of blasting, loading holes, setting fuses, making primers and exploding charges. All

securing of surfaces with wire mesh and any other material and setting of necessary bolts and rods to anchor same. All high scaling and other rock breaking and removal after blast. Handling and laying of nets and other safety devices and signaling, flagging, and road guarding.

SIGNAL MEN: Signal men on all construction work defined herein, including traffic control signal men at construction sites.

GENERAL EXCAVATION AND GRADING: The clearing, excavating, filling, backfilling, grading and landscaping of all sites for all purposes and all labor connected therewith, including chainmen, rodmen, grade markers, etc.

FACTORIES: All work in factories, mills and industrial plants performed now or as may be acquired hereafter, including packers, cutters, loaders, raw materials unloaders, checkers, stuffers, production line personnel and stenciling of materials. Handling of raw pigment; vessel cleaners and/or dryers; washing or cleaning laboratory glassware; stocking of materials in laboratories; the cleaning and/or scrubbing, washing, polishing of all floors, glasses, windows, walls, restrooms and furniture.

GENERAL: Material yards, junk yards, asphalt plants, concrete products plants, cemeteries, and the cleaning or reconditioning of streets, ways, sewers and water lines and all maintenance work and work of an unskilled and semiskilled nature, including laborers in shipyards, tank cleaners, ship scalers, shipwright helpers, watchmen, flagmen, rodmen, chainmen, guards, security and safety men, toolroom men, park, sports arena and all recreational center employees, utility employees, horticultural and agricultural workers, garbage and debris handlers, dumpmen and cleaners. All work in all block plants.

Sandblasting to clean materials, including all underground piping, also painting and application of various types of mastics for all underground appurtenances.

LANDSCAPE NURSERIES: All seeding, sodding, planting, cutting, trimming, backfilling and tamping, rough grading, finish grading and maintaining of landscape projects by any and all methods. Loading and unloading and transporting all materials.

PITS, YARDS, QUARRIES, ETC.: All drillers, blasters and/or powdermen, nippers, signalmen, laborers in quarries, crushed stone yards and gravel and sand pits and other similar plants, including temporary and portable batching plants.

WRECKING: The wrecking or dismantling of buildings and all structures. Breaking away roof materials, beams of all kinds, with use of cutting or other wrecking tools as necessary. Burning or otherwise cutting all steel structural beams. Breaking away, cleaning and removal of all masonry and wood and metal fixtures for salvage or scrap. All hooking on and unhooking and signaling when materials for salvage or scrap are removed by crane or derrick. All loading and unloading of materials carried away from the site of wrecking. All work in salvage or junk yards in connection with cutting, cleaning, storing, stockpiling or handling of materials. All clean-up, removal of debris, burning, backfilling and landscaping

of the site of wrecked structure.

RAILROAD CONSTRUCTION, MAINTENANCE AND TRACK WORK: Right-of-way clearance as described above, excavation, grading, sub-grading, ballasting and compacting of right-of-way. Loading, unloading, stockpiling, handling and distribution of track and ties and placing of or jacking track and ties at point of installation. The use of spikepullers, tie removers and inserters, track wrenches, track drills, barko hammers, chainsaws, rail saws, spaders, jackhammers, spike hammers and vibratory tampers or compactors, and power ballast regulators and all similar machines, tools, and materials, air, gas and electric. All burning, cutting, or welding of track. Setting of tie plates, bolting, leveling and gauging of rails and all spiking, whether by hand or mechanical means. Construction and/or relocation of mainlines, shoe flies, siding, gradings, crossings, relocating of pipes and drainage and culverts connected with same and removal and replacing of all fences. Gasoline motor cars used in transporting workers.

STUDIO UTILITY EMPLOYEES: All such work as herein described as may be pertinent to and part of the operation of Motion Pictures and other related types of studios.

LASER BEAM: The handling, operation of all laser beams for every classification of work for which similar instruments are being used.

USE OF TOOLS: Operation of all hand, pneumatic, electric, motor, combustion or air-driven tools or equipment necessary for the performance of work described herein.

MISCELLANEOUS: The general cleanup including sweeping, cleaning, washdown and wiping of construction facility equipment, such as; concrete belt conveyers, and furnishing and removal and loading or burning of all debris including crates, boxes, packaging waste material. Washing and cleaning of all walls, partitions, ceilings, windows, bathrooms, kitchens, and all fixtures and facilities therein; cleaning, mopping, washing, waxing and polishing or dusting of all floors or areas. Also all unloading of trucks and uncrating of furniture and material. Unloading of all steel, re-steel and carrying to the job done by hand. Watchmen on plant site and guards, handling and repair, cleaning, storing, unloading, and distribution of tools when stored in a common crib. Bringing material to a point of erection for Carpenters and Iron Workers. Working at stockpile with Carpenters at all times. All shee bolts to be cleaned and serviced. All fire extinguishers to be serviced at A.T.O. Base and Safety Man at A.T.O. rate. All salamanders and heaters fired by oil, coal or wood. All motorized sweepers, buggies and lift trucks. Rodmen, Chainmen and traffic flagmen. All pumps under four inches (4"), all new or old concrete sawing. Mason tenders and carpenters helpers to carry material to and from the saw, and cutting all holes in walls by any means or method, all core drilling, the initial cleaning and/or scraping of all masonry walls, doors, windows, fixtures, appliances, etc., by any means or method.

The loading and unloading of all materials from railroad cars, trucks or other conveyances when performed by hand. All cutting or burning of all materials by torch, all acetylene and electric welding when assigned by the Employer.

All such work and jurisdiction as may have been acquired by reason of amalgamation or merger with former National or International Unions as may be hereafter acquired; including all such work and jurisdiction as declared by actions of the Executive Council or Conventions of the American Federation of Labor or Congress of Industrial Organizations.

NEW MARKET INITIATIVE

Employers complying with all terms and conditions of the Agreement may utilize a New Market Initiative (NMI) rate.

A. The following language shall govern the application of the NMI Laborer Classification. NMI work shall be classified as: new construction and renovation of stand-alone buildings, 25,000 square feet or less.

NMI Scope of Work Description:

- a. Economy hotels, motels, gas stations and garages.
- b. Pole-type buildings and pre-engineered buildings
- c. Churches and funeral homes
- d. Restaurants
- e. Medical offices
- f. Offices and office buildings
- g. Bars, nightclubs and country clubs
- h. Public community housing
- i. Mobile home parks and facilities
- j. Apartments, condo and community buildings
- k. Recreational vehicle locations
- l. Farms and agricultural installations
- m. Fairs and public activities
- n. Retail stores
- o. Strip centers and stores
- p. Auto sales
- q. Theaters
- r. Banks and credit unions
- s. Telephone exchanges
- t. Senior centers, nursing homes and assisted living residences
- u. Others by Mutual Consent—negotiated work with private owners that fall in the scope of projects under the heading include evidence of non-signatory holders.

B. This wage shall not apply to any work covered by the National Maintenance Agreement, General President's Agreement, Project Labor Agreement and Prevailing Wage Law.

C. The NMI Laborer shall be paid twenty percent (20%) less than the Class A, Construction Laborer Total Package. Apprenticeship rates will not apply to all NMI work.

Effective first full pay period on or after July 1, 2013:

*Base Rate	\$17.25
*Vacation (Deduct)	(1.25)
Health Care	5.30
Pension	<u>2.68</u>
	\$25.23
CIAP	<u>.15</u>
TOTAL PACKAGE	\$25.38

*Taxable Income subject to Federal Withholding & FICA.

D. Employer will make a reasonable effort to notify the Local Union when the NMI rate is used.

Others by Mutual Consent Procedure:

In the event an Employer wishes to process a request under the “Others by Mutual Consent”, the Employer shall formally notify by mail at Laborers’ Local 1098, 345 E. Morley Drive, Saginaw, MI 48601 or by fax at 989-752-6146. The request should be processed on the standard form and must provide information relative to the project dollar volume, project title, project location and a list of current plan holders, if available. The request must be made at least ten (10) working days prior to the proposed bid date.

Upon receipt, Laborers’ Local 1098 will distribute the request to all signatory contractors.

Fringe Benefit Payment:

All Employers remitting payment to the various funds must include the specific name of the job and identify the payments as NMI.

New Employees:

The Employer shall provide or inform the appropriate Union(s) with a list of any new hires no later than one week after the new employee’s first day of work.

Monitoring of NMI Addendum:

In order to properly monitor the economics and effectiveness of the NMI, the Employer(s) agree to submit for review, if available, all post bid results including the names of sub-contractors that have been chosen to perform any covered work.

**LABOR RELATIONS DIVISION
AGC OF MICHIGAN**

Scott D. Fisher, Vice President

Date

MICHIGAN LABORERS' DISTRICT COUNCIL

Geno Alessandrini, Sr., Business Manager

Date

Alex Zurek, Secretary-Treasurer

Date

LABORERS' LOCAL UNION 1098

Brent Pilarski, Business Manager

Date